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AGREEMENT

between the

ELWOOD UNION FREE SCHOOL DISTRICT

and the

**ELWOOD CAFETERIA STAFF ASSOCIATION
of the
ELWOOD UNION FREE SCHOOL DISTRICT**

July 1, 2012 through June 30, 2016

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AGREEMENT entered into this 20th day of June, 2013 by and between the ELWOOD UNION FREE SCHOOL DISTRICT, Town of Huntington, Greenlawn, New York (hereinafter referred to as the "DISTRICT"), and the ELWOOD CAFETERIA STAFF ASSOCIATION OF THE ELWOOD UNION FREE SCHOOL DISTRICT, Greenlawn, New York (hereinafter referred to as the "ASSOCIATION").

WITNESSETH

WHEREAS, under the provisions of the Public Employees' Fair Employment Act, the parties, at the request of the Association, have by their respective representatives, negotiated modifications and revisions in the wages, hours, and terms and conditions of employment of the cooks, food service help and other cafeteria employees in this District; and

WHEREAS, the parties have reached certain agreements during such negotiations, including the renewal of the previous expired Collective Negotiations Agreement, and have expressed a desire to embody such agreements in a new Collective Negotiations Agreement for the purpose of establishing and maintaining harmonious relations between the District and the employees, and to that end provide for the fair and peaceful adjustment of any disputes which may arise between them.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I - RECOGNITION

The District recognizes the Association as the exclusive representative of the employees in the negotiating unit consisting of all members of the cafeteria staff, including but not limited to cooks, food service workers, lead food service workers and other cafeteria employees, for the purpose of collective negotiations under the Public Employees' Fair Employment Act.

ARTICLE II - NO STRIKE

The District and the Association subscribe to the principles set forth in Public Employees' Fair Employment Act that all disputes between the parties shall be resolved by peaceful and appropriate means without interruption of work. The Association therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusals to perform work by the employees governed by this Agreement and agree not to instigate or to participate in such a strike.

ARTICLE III – WAGES

A. Salaries in each year of this agreement shall be as follows:

The entry level salary for all hourly employees, excluding cooks, shall be \$10.25 per hour for the duration of this contract. This entry level shall not be increased by the percentage increases set forth below.

The entry level salary for cooks as of July 1, 2012 was \$17.32 per hour which was increased to \$17.64 per hour effective July 1, 2013. This entry level salary shall remain in effect for the duration of the contract and shall not be further increased by the percentage increases set forth below.

Effective July 1, 2012, there shall be a 1.97% increase on the 2011-2012 base wages.

Effective July 1, 2013, there shall be a 1.98% increase on the 2012-2013 base wages.

Effective July 1, 2014, there shall be a percentage increase on the 2013-2014 base wages in an amount that the December, 2013 Change, Average to Average, in the Consumer Price Index, All Urban Consumers – (CPI-U), U.S. City Average exceeds 0.2% with a maximum salary increase not to exceed 1.98%.

Effective July 1, 2015, there shall be a percentage increase on the 2014-2015 base wages in an amount that the December, 2014 Change, Average to Average, in the Consumer Price Index, All Urban Consumers – (CPI-U), U.S. City Average exceeds 0.19% with a maximum increase not to exceed 1.81%.

B. It is agreed and understood that the following terms and conditions shall also be applicable to the salary of unit members during the life of this Agreement:

1. The word "years" as specified in this paragraph shall mean length of service accrued as of any July 1, and salary changes for years of service shall only occur effective as of that date. However, any hourly employee appointed to regular service on or before March 1 shall be deemed to have completed the entry to 1st anniversary period by July 1 of that same year. Such an employee shall then proceed on the career salary plan accordingly.

2. An hourly employee who substitutes for an absent cook shall receive a wage differential of twenty (20%) percent for all such substitute time.

3. Longevity Pay

a) Full-time unit members – Longevity pay shall continue to be provided for all full-time employees on annual salary. For the purposes of calculating years of service, time shall accrue from the employee's first day of regular appointment, and shall include such service that was part-time and paid hourly, provided that it was rendered on a continuous basis. Calculation for the first year of service shall be as provided for in paragraph 1, above. The longevity rates are as follows: after 10 years - \$375 added to annual salary; and, after 15 years - \$525 added to annual salary.

b) Part-time unit members – Effective as of July 1, 2010, there shall be a longevity payment made to part-time unit members. Beginning September 1 immediately following 10 years as a food service worker in the District, the unit member shall receive a longevity payment of \$75. After 15 years of such service, the payment shall be \$125. These longevity payments will be included in the initial September payroll.

D. Notwithstanding any other provision contained herein, the parties agree that, in the event the School Lunch Program experiences a financial reversal which might at any time possibly lead to a deficit, salary increases for the subsequent year(s) of this Agreement will be suspended. The parties will, in addition, thereupon meet as soon as practicable to reopen wage negotiations. Should the District invoke this provision at any time during the life of this Agreement, it will provide the Association with financial information to substantiate the claim of a potential deficit.

E. The District agrees that notwithstanding occasions when the school lunch program is curtailed owing to a snow day or an early dismissal day or some other unusual or extraordinary circumstances day, the employees covered by the Agreement shall suffer no reduction of their regularly scheduled pay. It is understood, however, that if such day(s) is/are made up sometime later in the school year, employees who receive full pay without reduction during the earlier school week embracing such day(s) shall receive no additional compensation for the make-up day(s).

F. Effective November 1996, the pay of all unit members is to be direct-deposited into the bank account of their choice, every pay day.

ARTICLE IV – WORK WEEK

A. All full-time salaried employees shall work forty (40) hours per week, consisting of five (5) days per week on the basis of eight (8) hours per day, inclusive of one (1) hour per day for lunch. In the event that such employees are required to work prior to September 1, then their work year will be reduced by a corresponding number of days at year-end.

B. All such employees shall work from September 1 to June 30 of each school year, and their vacation schedule shall be the same as for the teaching staff.

- C. Hourly employees shall work during and be paid for the number of hours designated and actually worked.

ARTICLE V - SICK LEAVE

- A. Full-time salaried employees shall be entitled to twelve (12) days of sick leave per year. Hourly employees shall be entitled to ten (10) days of sick leave per year. In addition to the foregoing annual entitlement, however, any full-time salaried or hourly employee who has not used paid personal business days under Article VII of this Agreement during the school year, shall have an equivalent number of additional paid sick days credited to his/her accumulated sick leave total at the end of the school year. Upon retirement each employee will be entitled to one (1) day's salary for every three (3) days of accumulated sick time.
- B. Sick leave for all employees may be accumulated on an unlimited basis.
- C. The District deserves the right to request a doctor's certificate for any day of sick leave.

ARTICLE VI - OVERTIME

- A. Overtime compensation shall be paid at the rate of one and one-half times the hourly rate after forty (40) hours per week.
- B. The District also agrees to pay overtime compensation at the rate of time-and-one-half of the hourly rate for all hours worked on special dinners which are served after the end of a school day and guarantee a minimum of two (2) such overtime hours.
- C. In addition to the foregoing, an employee shall be paid time-and-one-half his/her own hourly rate for hours worked on a special meal, including breakfast on a school day or a non-school day, if such hours worked are prior to or after the employee's own regularly scheduled hours.
- D. Any overtime or extra work on Sundays shall be paid at a double time rate.

ARTICLE VII - PAID ABSENCES

- A. Personal Business - Upon written request to the School Lunch Manager, and with the approval of the Superintendent of his/her designee, an employee shall be entitled to two (2) days of leave during the terms of this Agreement with the reason stated as personal business; provided, however, that the employee certifies on the submitted request that the personal business (1) requires his/her personal presence and (2) cannot be handled other than during school hours. In the event of an emergency (which the School Lunch Director and

Superintendent thereafter in their sole discretion except as such), available personal business leave provided above may be taken without the employee having made a prior written request therefore. Additional unpaid time off may be granted for personal business upon written request to the School Lunch Director and with the approval of the Superintendent. Where the paid personal business days described above are not used by an employee during the school year, they shall be added, following the close of school, to that employee's accumulated sick leave total.

B. Jury Duty – Upon written notification and appropriate verification to the Supervisor or his designee and School Lunch Director, absence for jury duty shall be granted. Compensation received for such jury duty shall be refunded to the District.

C. Death in the Family – A maximum of five (5) days of leave shall be granted by reason of death in the immediate family. "Immediate family" shall be defined as husband, wife, children, mother, father, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other members of the household of which the employee is a part.

ARTICLE VIII- PROMOTIONS

Notice shall be given to the Association of all vacancies that exist or develop for positions within the negotiating unit. It is agreed that seniority shall be one of the factors considered in filling such vacancy, as well as in placing and promoting employees.

ARTICLE IX – MISCELLANEOUS

A. The School Lunch Manager and the school cooks shall meet at least monthly to consider matters of mutual interest.

B. All employees will annually receive at District expense their option of either 3 full uniforms or 2 uniforms and one pair of work shoes. Once provided, uniforms are to be worn at all times while on duty. Employees will be available for uniform measuring at a time and place specified by the District.

C. When an employee is absent from work, every effort will be made to call in a substitute to cover the hours of the absent employee. If a substitute is not available, the District agrees to cover the absent employee's hours by calling in for earlier arrival, and a consequent longer workday, a regular employee who is otherwise scheduled to start later in the day. The parties acknowledge that the intent of this provision is solely to avoid the condition of employees working short-handed in the early hours of the day and not to establish a specific working complement or crew.

D. The District intends to continue operating the School Lunch Program. However, if the School Lunch Fund operates in deficit, the District reserves the right to contract with a food

service contractor to provide a school lunch program. In the event such action is necessary, and the food service workers in this unit are separated from District employment, the District will pay for unused sick leave accumulated at a rate of one day of pay for every three sick days accumulated.

E. It is agreed that if a food service worker's program is not in operation on any given day, and another food service program is in operation in the district, and a substitute is needed that a day in the operating program, then regularly-appointed food service workers whose programs are not operating will be offered substitute work, if such work is necessary as determined in the sole discretion of the district in the program or programs that are operating in such days, should such food service workers wish to be substitutes on said days.

ARTICLE X - LIFE INSURANCE

The District shall make available to all employees a Tax Sheltered Annuity and shall provide a Group Life and Accidental Death and Dismemberment Insurance Policy for all full-time employees in an amount equal to 40% of annual salary rounded to the nearest \$500.00, with a minimum life insurance benefit of \$2,000.

ARTICLE XI - HEALTH INSURANCE

Upon request, the District agrees to provide all full-time employees coverage under the State Employees Health Insurance Plan in accordance with the provisions of such Plan, 84% of the premium for which shall be paid for by the District and 16% of the premium for which will be paid by the employee. Unit members who retire after 10 or more years of full-time equivalent service in the district will be eligible for retiree health insurance coverage under the State plan, with the district paying 75% of the Family or 85% of the Individual premium, as applicable. While employed, all unit members working 30 or more regular hours weekly shall be covered by the District's Long Term Disability plan at 66 2/3% of salary, which will take effect at the expiration of their unused sick leave or ninety calendar days, whichever is longer.

Upon request, the District agrees to provide all hourly employees, working 6 1/2 hours or more daily, coverage under the State Employees Health Insurance Plan in accordance with the provisions of such Plan. However, notwithstanding the above, Food Service Workers who, as of October 31, 1995, were working 4 or more hours daily, shall also be eligible for this health insurance coverage as long as they continue to work 4 or more hours daily. It is agreed that the unit members so eligible include only the following person: Sandra Ackley.

A unit member who is covered under the health insurance plan may submit a waiver of coverage, on a form provided by the district, on or before December 1st of the school year. The unit member shall be paid in a calendar yearly basis, the sum of \$1,300 in the event she/he

chooses to waive family coverage, or \$600 in the event she/he chooses to waive individual coverage.

Effective January 1, 2014, the health insurance buy-out is subject to the restrictions set forth in Policy Memo 122r3 issued by the Department of Civil Service. In the event that Policy Memo 122r3 is declared to be in violation of rights of employees pursuant to collective bargaining agreement by a court or legislation is enacted permitting impacted employees to opt-out of the NYSHIP plan under a buy-out program, the District will prospectively reinstate the buy-out program.

ARTICLE XII - RETIREMENT PLAN

Upon request the District agrees that the District shall pay the full cost for each employee employed prior to January 1977, within the budget of the School Lunch Program, for a non-contributing retirement plan under the New York State Employees' Retirement System. Employees hired after January 1, 1977 may, upon request and within the budget of the School Lunch Program, join the CO-ESC Retirement Plan which requires a member's contribution of three (3) percent of their gross wage.

ARTICLE XIII - TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES IN ACCORDANCE WITH ARTICLE 14, SECTION 204-A OF THE TAYLOR LAW, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIV - DURATION OF AGREEMENT

The provisions of this contract shall be effective July 1, 2012 and shall remain in full force and effect until June 30, 2016. Either party may initiate negotiations over a successor Agreement by written notice to the other party on or after March 1, 2016.

ARTICLE XV - ILLEGALITY

In the event any part, provisions, or terms of this Agreement shall be determined to be found to be contrary to law, then such provisions shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the parties set their hands and seals the day and year first above written.

ELWOOD CAFETERIA ASSOCIATION

ELWOOD PUBLIC SCHOOLS

By: Patricia Pascarella
Patricia Pascarella

By: Peter G. Scordo
Peter G. Scordo, Superintendent

Melanie Spooner
Melanie Spooner

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